

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Vendor ID 0000345562
Nordik Blades
451 Rue De L'amiante
Asbestos, QC J1T 4V8
Canada

Contract ID 0000000000000000000030022	Page 1 of 4
Contract Dates 08/27/2015 to 08/27/2019	Origin CPS
Description: SNOWPLOW BLADE CUTTING EDGES	Contract Maximum \$9,999,990.00
Buyer Name Smith, Steven D	Buyer Phone 828-4681
Contract Status Approved	

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		SNOWPLOW BLADE CUTTING EDGES	EA	0.01000	0.00	0.00

BLADES AND PRICES PER THE ATTACHED LIST

STANDARD CONTRACT FOR SNOWPLOWBLADE CUTTING EDGES

1. Parties. This is a contract for services between the State of Vermont, Office of Purchasing and Contracting (hereafter called "State"), and Nordik Blades, with the principal place of business in Asbestos, Quebec J1T 4V8, (hereafter called "Contractor"). Contractor's form of business organization is Corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of Snowplow Blade Cutting Edges.

3. Contract Term. The period of contractor's performance shall begin on August 27, 2015 and end on August 27, 2017, with option to renew for five (5) one year periods.

If the state exercises the option, it will provide written notice to contractor prior to the end of the term. If exercised, the provision of the option letter shall become part of and be incorporated into the original master price agreement. The total duration of this master price agreement, including the exercise of any options, shall not exceed five years.

4. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is required.
- Approval by the CIO/Commissioner DII is not required.

5. Amendment. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

6. Cancellation. This contract may be canceled by either party by giving written notice at least thirty (30) days in advance.

7. Attachments. This contract consists of 136 pages including the following attachments which are incorporated herein:

- Attachment A - Master Agreement Terms and Conditions
- Attachment B - Payment Provisions
- Attachment B1-Price Schedule
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date March 1, 2015).
- Attachment D - Snowplow Blade Cutting Edges Detailed Specifications

8. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment D
- (5) Attachment B
- (6) Attachment B1

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CONTRACTOR POC:
ZOLTAN NEMETH
PH.:819-879-0047 ext.208
FX.:819-879-2254
Email: Zoltan@nordikblades.com
www.nordikblades.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven.smith@Vermont.gov

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

CONTRACT TERMS AND ADDITIONAL INFORMATION

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TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

JUNE 29, 2017

AMENDMENT #01 - TO EXTEND CONTRACT FOR A ONE YEAR PERIOD AT THE SAME PRICES, TERMS AND CONDITIONS.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

JUNE 29, 2018

AMENDMENT #02 - TO EXTEND CONTRACT FOR A ONE YEAR PERIOD AND TO INCORPORATE ATTACHED REVISED PRICE LIST INTO CONTRACT.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED DECEMBER 15, 2017 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: [HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT) .

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs): CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

		Nordik Blades		FOB Destination	
States	Vermont, Maine, Rhode Island, Missouri, Colorado, Utah, Oregon, Idaho, Montana		ESTIMATED	UNIT PRICE	TOTAL
Item #	DESCRIPTION	QUANTITY	Minimum Order is 6000 lbs		
CARBIDE BLADES					
1	6" top punched 44" carbide blade, 6 hole QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	4074	137.76 \$	\$561,234.24	
2	6" top punched 44" carbide blade, 5 hole QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	1866	137.76 \$	\$257,060.16	
3	6" top punched 28" carbide blade, 3 hole QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	1300	87.66 \$	\$113,958.00	
4	6" top punched 72" carbide blade, 9 hole QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	10	225.42 \$	\$2,254.20	
6" top punched 20" carbide blade, 3 hole, right or left					
5	Right hand blade QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	68	62.62 \$	\$4,258.16	
6	Left hand blade QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	20	62.62 \$	\$1,252.40	
6" top punched 36" carbide blade, 5 hole, right or left					
7	Right hand blade QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	68	112.71 \$	\$7,664.28	
8	Left hand blade QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	20	112.71 \$	\$2,254.20	
9	6" top punched 48" carbide grader blade, 6 hole QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	15	150.28 \$	\$2,254.20	
10	6" top punched 36" carbide blade, 5 holes (12") QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	67	112.71 \$	\$7,551.57	
11	6" top punched 48" carbide blade, 6 holes (12") QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	140	150.28 \$	\$21,039.20	
STEEL BLADES					
12	6" top punched 84" carbide JD grader blade, 15 hole	10	No bid		
13	8" top punched 60" hardened steel blade, 8 hole	90	No bid		
14	8" top punched 72" hardened steel blade, 9 hole	110	No bid		
15	8" top punched 60" harden steel blade, 7 hole (12")	10	No bid		
16	8" top punched 72" hardened steel blade, 8 hole (12")	10	No bid		
17	8" top punched 84" hardened steel blade, 15 hole	10	No bid		
18	8" center punched 11' regular steel blade, 17 hole QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	44	\$115.61	\$5,086.84	
19	6" top punched 11' regular steel blade, 17 hole QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	170	\$85.14	\$14,473.80	
20	17 hole, 8" TP, 11' plow blade	80	\$115.61	\$9,248.80	

	QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS			
21	14 hole, 6" TP, 12' plow blade QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	10	\$92.88	\$928.80
22	6" top punched 11' regular steel blade, 13 hole (12") QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	10	\$85.14	\$851.40
23	6" top punched 10' regular steel blade, 12 holes (12") QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	10	\$77.40	\$774.00
24	6" top punched 9' regular steel blade, 11 holes (12") QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	10	\$69.66	\$696.60
25	Wing blade, 15 hole, 6" TP RSWB-15	10	No bid	
26	8" center punched 9' regular steel blade, 14 hole QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	49	\$94.59	\$4,634.91
27	6" top punched 9' regular steel blade, 14 hole QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	60	\$69.66	\$4,179.60
28	8" top punched 9' regular steel blade, 14 hole QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	10	\$94.59	\$945.90
29	15 hole, 6" TP 10' wing blade QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	30	\$77.40	\$2,322.00
30	8" center punched 12' regular steel blade, 18 hole QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	10	\$126.12	\$1,261.20
	GRADER BLADES			
31	72" Grader blade section, 6" QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	10	\$49.26	\$492.60
32	72" Grader blade section, 8" QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	10	\$69.00	\$690.00
33	72" Serrated grader blade section, 6" QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 45-60 DAYS	10	\$62.10	\$621.00
34	Complete set of Nordik MOVE flexible blades with adaptable holder for 10' plow QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 10 DAYS	10		\$0.00
35	Complete set of Nordik MOVE flexible blades with adaptable holder for 11' plow QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 10 DAYS	10		\$0.00
36	Complete set of Nordik MOVE flexible blades with adaptable holder for 12' plow QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 10 DAYS	10		\$0.00
37	12" replacement section for Nordik MOVE system QUOTING: MFR: NORDIK BLADES DELIVERY ARO: 10 DAYS	50		\$0.00